



**REQUEST FOR PROPOSALS**

**for**

**Indiana Emergency Rental Assistance  
Legal Services**

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

**30 South Meridian Street, Suite 900**

**Indianapolis, IN 46204**

**<http://www.in.gov/ihcda/>**

**317-232-7777**

**ISSUE DATE: October 25, 2021**

**RESPONSE DEADLINE: November 22, 2021 by 5:00 PM Eastern Time**

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## PART 1

## SCOPE OF THIS REQUEST

### 1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)

The Indiana Housing and Community Development Authority is seeking to select a non-profit organization to administer the provision of legal services promoting housing stability under the Emergency Rental Assistance 2 program, as defined in this RFP. One respondent will be selected. The selected respondent will be responsible for identifying additional subrecipients and creating a network of local nonprofits to provide statewide legal services.

**The purpose of this RFP is solely to select a Respondent to oversee legal-focused housing stability services, as defined in this RFP. A separate RFP has been issued to select a Respondent to oversee housing counseling, housing navigation, and case management services.**

### 2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

#### VISION

IHCDA envisions an Indiana with a sustainable quality of life for all Hoosiers in the community of their choice.

#### MISSION

The Indiana Housing and Community Development Authority’s (“IHCDA”) mission is to provide housing opportunities, promote self-sufficiency, and strengthen communities.

#### OVERVIEW (for more information visit <http://www.in.gov/ihcda/>)

IHCDA was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCDA's programs are successful in large part because of the growing network of partnerships IHCDA has established with local, state, and federal governments, for-profit businesses and not-for-profit organizations. For-profit partners include, but are not limited to, investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include, but are not limited to, community development corporations, community action agencies, and not-for-profit developers.

### 3. BACKGROUND

IHCDA administers the Indiana Emergency Rental Assistance (“IERA”) program utilizing funds received from the U.S. Department of the Treasury Emergency Rental Assistance (“ERA”) and Emergency Rental Assistance 2 (“ERA2”) programs. ERA2 is funded by Treasury and is authorized by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“Section 3201”). The primary purpose of ERA2 is to provide rental assistance and utility assistance to qualified Indiana renter households. However, Section 3201 and Treasury FAQ guidance permits IHCDA to utilize up to 10% of its ERA2 allocation for “housing stability services.” Housing stability services include, but are not limited to eviction prevention programs, mediation between landlords and tenants, housing counseling, housing navigation, case management, and legal services related to eviction prevention and maintaining housing.

This RFP is solely for administering the provision of legal services as defined in the Scope of Services below.

#### 4. SCOPE OF SERVICES

The selected Respondent will be responsible for overseeing the delivery of certain ERA2 housing stability services to eligible renter households. For the purposes of this RFP, housing stability services are limited to legal-focused services, including legal services related to eviction prevention and maintaining housing and mediation between landlords and tenants.

An eligible renter household for ERA is defined as a household that is obligated to pay rent on a residential dwelling and that meets the following three criteria:

- a. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;
- b. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- c. the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))).<sup>2</sup>

The selected Respondent must ensure statewide service coverage in all 92 Indiana counties. The Respondent is not expected to be a direct provider of all services. Rather, the Respondent must establish a network of qualified nonprofit legal service agencies to provide the assistance directly to renter households.

Respondent is responsible for the following tasks:

- Identifying the network of nonprofit legal service providers. All providers must be nonprofit organizations;
- Executing appropriate contracts or subrecipient agreements with the selected providers. All providers must be identified and under contract no later than March 31, 2022;
- Monitoring nonprofit provider performance and quality;
- Providing standard operating procedures and materials to providers to ensure consistency in program implementation and messaging across the state;
- Issuing payment of ERA2 funds to providers;
- Aggregating data and metrics from each provider into monthly and quarterly reports to IHCD; and
- Complying with all requirements and guidelines of Section 3201, regulations, Treasury award terms, and Treasury FAQ guidance, as amended from time to time, and ensuring the network of providers also comply with such requirements.

Up to 15% of funds awarded to the selected Respondent may be used for eligible administrative costs. IHCD will work with the selected Respondent to establish an appropriate administrative budget based on the final award amount. The selected Respondent and their network of providers are permitted to use administrative funds to conduct marketing and outreach efforts to increase applications for the ERA program. IHCD will work with the Respondent to approve such outreach materials to ensure accuracy and consistency in messaging.

#### 5. TENTATIVE TIMELINE

October 25, 2021                      RFP released to the general public

November 22, 2021                  Responses due to IHCD by 5:00 PM Eastern Time

December 16, 2021	Announcement of selected Respondent at IHCD Board of Directors Meeting
Throughout award term	Ongoing meetings between IHCD and selected Respondent. Submission of monthly and quarterly progress reports as defined in the Award Agreement.

## **PART 2**

## **PROCESS**

### **1. SELECTION PROCESS**

Evaluation of all proposals will be completed by a selection committee consisting of staff from IHCD. Respondent must be responsive and responsible as described in Part 2 Sections 2 and 3 below. Selection is at the sole discretion of the selection committee. Award recommendations will be taken to the December 16, 2021 IHCD Board of Directors meeting for final approval. IHCD board meetings are open to the public.

### **2. MINIMUM REQUIREMENTS**

#### **Complete Compliant Proposal**

Respondent must submit a complete proposal which addresses all applicable questions enumerated in Part 2 Section 4 and includes the submission and receipt by IHCD of all items enumerated in Part 2 Section 6 of this RFP.

#### **Not-for-Profit Status**

Respondent must be a nonprofit corporation recognized as tax exempt under Section 501(c)(3) or 501(c)(4) of the U.S. Internal Revenue Code of 1986, as amended.

#### **Financial Capacity**

Respondent must demonstrate financial capacity to administer the program through the complete submission of 2020 financial statements and 2021 year-to-date balance sheet, income statements, and cash flow statements.

#### **Past Award Performance (if applicable)**

Past award performance, including history of complying with federal, state and local guidelines, meeting benchmarks, and quality of work performed and services provided will be considered. Any entity currently suspended or debarred by or in default with IHCD will be disqualified. Applicants are not required to submit documentation to attest to past award performance. IHCD will review documentation from previous awards to evaluate Respondent's past award performance, if applicable.

#### **Commitment**

Respondent must agree to commit to any future meetings and trainings with IHCD staff, must enter into an ERA subrecipient agreement with IHCD, and must have its plans approved by IHCD, if selected.

### **3. RESPONSIBLE RESPONDENT REQUIREMENTS**

IHCD shall not award any funds until the selected Respondent has been determined to be responsible. A responsible Respondent must:

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCD;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have supplied all requested information;

7. Be legally qualified to contract in the State of Indiana. If it is an entity described in IC Title 23, must be registered, and owe no outstanding reports to the Indiana Secretary of State (There is a fee to register with the Secretary of State); and
8. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred.

If a Respondent is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP and the Respondent shall be advised of the reasons for the determination.

#### **4. EVALUATION CRITERIA**

Respondent may not submit more than one response to this RFP. However, nonprofit providers that are part of the Respondent's network of subrecipients may be attached to multiple proposed projects.

The following will be the primary considerations in the selection process:

1. Satisfaction of Threshold Criteria: Respondent must meet each requirement enumerated in Part 2 Section 2 "Minimum Requirements" and Part 2 Section 3 "Responsible Respondent Requirements" and must submit all documentation listed in Part 2 Section 6 "Submission Items" to receive consideration in the selection process.
2. Experience of Respondent: Respondent must submit a narrative describing the relevant experience of the Respondent (lead applicant) and any Co-Respondent (if applicable) that will contribute to the program. The narrative cannot exceed 3 pages and should include the following information:
  - a. Summary of experience administering federal programs.
  - b. Summary of experience and familiarity with the ERA program.
  - c. Summary of experience directly providing legal services (if applicable).
  - d. Summary of experience collaborating with service providers to provide legal services.
  - e. Role and experience of any Co-Respondent, including a description of the proposed partnership, if applicable. NOTE: This does not include the network of nonprofit service providers. For purposes of this item, a Co-Respondent is defined as another nonprofit entity who is assisting the lead Respondent to administer the program and complete its duties as a Respondent as defined in Part 1 Section 4 of this RFP.
3. Readiness to Proceed: Respondent must submit a narrative demonstrating readiness to proceed, specifically demonstrating its readiness to engage a network of nonprofit legal service providers in the first quarter of 2022. The narrative cannot exceed 5 pages and must include the following information:
  - a. Summarize which legal services, if any, the Respondent will directly provide to qualified renters and which services will be handled by the network of nonprofit legal service providers.
  - b. Describe the proposed strategy for identifying and engaging a network of nonprofit legal service providers to directly administer legal services. Describe how you will identify, engage, and maintain relationships with these providers.
  - c. Identify any expected providers or types of providers that you intend to include in your network. Identify any providers who have already been engaged in discussions and intend to participate in your program if selected.
  - d. Describe how your selection of nonprofit providers will ensure that legal services are made available in all 92 counties.

- e. Describe how your selection of nonprofit providers will support diversity, inclusion, and equity to ensure that legal services are being provided equitably to persons of color, persons with disabilities, etc.
4. **Program Description:** Submit a narrative describing the overall proposed design of your program. Narrative cannot exceed 5 pages and must include the following information:
  - a. Description of primary legal services to be offered through the program.
  - b. Explanation of how Respondent will gather data from the network of nonprofit providers. Include a description of any software and tracking systems that you envision using for this purpose.
  - c. Sample metrics to be used to measure program outcomes.
  - d. Plan for using administrative funds to conduct outreach and marketing efforts to increase the number of applications for ERA rental assistance.
  - e. Plan to solicit feedback from program beneficiaries and incorporate feedback to make program improvements.
  - f. Proposed program timeline, including anticipated start and end date.
5. **Key Staff:**
  - a. Identify key staff who will run the program.
  - b. For each lead person identified, provide a current resume and a brief narrative (no more than 1 page each) describing why this person was selected and their anticipated role in the program.
  - c. Provide a current organizational chart.
6. **Proposed Budget:** Submit a narrative describing your proposed program budget. Narrative cannot exceed 2 pages and must include the following information:
  - a. Amount of ERA2 funds requested.
  - b. Anticipated breakdown of requested funds between funds for direct services and funds for administrative costs. In no case may administrative costs exceed 15% of the awarded amount.
  - c. Summary of proposed use of administrative funds.
  - d. Proposed fee structure and payment schedule explaining how the nonprofit provider network will be paid for providing legal services. For example, will they be paid utilizing a flat fee per case assigned, based on billable hours, a pay-for-success model based on outcomes, etc.
  - e. If additional sources of funding will be used to leverage ERA2 funding and provide additional services that are not eligible as ERA2 legal services, please include a narrative describing the funding source, the anticipated amount of funding from that source, and the eligible activities to be paid with the funding source.

## 5. APPLICATION SCORING CRITERIA

Applications will be scored according to the points system described in this section. Up to 100 points is available to all applicants. Applications which fail the minimum threshold criteria will not be scored.

### Minimum Threshold Criteria:

- Complete compliant proposal addressing all items listed in Part 2 Section 2 & 3 and all documents listed in Part 2 Section 6
- Not-for-Profit Status – 501(c)(3) or 501(c)(4) designation
- Financial capacity to administer the program, including the provision of required financial documentation
- Past award performance with IHCD- not on IHCD's suspension or debarment list or in default



## Scoring Criteria:

1. Experience of Respondent (25 points)
  - a. Experience administering federal programs
  - b. Experience and familiarity with the ERA program
  - c. Experience directly providing services (if applicable- i.e., if direct service provision is part of program design)
  - d. Experience collaborating with service providers
  - e. Role and experience of identified co-Respondent (if applicable)
2. Readiness to Proceed (25 points total – 5 points for each category below)
  - a. Summary of which legal services the Respondent will directly provide (if any) and which services will be handled by the network of nonprofit service providers
  - b. Proposed strategy for identifying and engaging a network of nonprofit service providers
  - c. List of expected providers or types of providers to include in the network, including list of any providers already identified as intending to participate
  - d. Geographic coverage
  - e. Focus on diversity, equity, and inclusion
3. Program Description (30 points- 5 points for each category below)
  - a. Description of legal services to be offered
  - b. Data gathering and tracking
  - c. Sample metrics
  - d. Outreach and marketing plan, including proposed budget for such activities
  - e. Plan to solicit feedback from program beneficiaries
  - f. Proposed program timeline
4. Description of Key Staff (5 points)
  - a. Key staff identified
  - b. Current resume and narratives describing roles of key staff
  - c. Organizational chart
5. Budget (15 points)
  - a. Amount of ERA2 funds requested
  - b. Breakdown of funds between direct services and administration
  - c. Proposed use of administrative funds, including proposed budget for marketing and outreach activities
  - d. Proposed fee structure and payment schedule for nonprofit providers
  - e. Description of additional leveraged funds, if applicable

## **6. SUBMISSION ITEMS**

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. Each of these requirements are described more fully in **Sections 2, 4, and 5 of Part 2 of this RFP**. Therefore, Respondent must review Sections 2, 4, and 5 of Part 2 of this RFP very carefully before submitting its response. The Respondent must also submit the Proposal Coversheet and the Certification of Company using the templates located at the end of this RFP Document.

#### Checklist of Submission Requirements

- Proposal Coversheet. Qualifications Coversheet (required template included at end of this RFP packet).
- Certification of Respondent. Certification of Respondent (required template included at end of this RFP packet).
- Not for Profit Status. Verification of 501(c)(3) or 501(c)(4) status.
- Financial Capacity. 2020 financials and 2021 year-to-date financials as defined in Part 2 Section 2 of this RFP.
- Narratives addressing all applicable questions for the following sections, as defined in Part 2 Section 5 of this RFP:
  - Experience of Respondent
  - Readiness to Proceed
  - Program Description
  - Proposed Budget
- Description of Key Staff. Identification of key program staff, resumes, narratives, and organizational chart.

#### 7. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

Responses must be submitted via email. All documents must be in PDF format.

Matt Rayburn  
Deputy Executive Director and Chief Real Estate Development Officer  
Indiana Housing and Community Development Authority  
[mrayburn@ihcda.in.gov](mailto:mrayburn@ihcda.in.gov)

**The deadline for submission is November 22, 2021 at 5:00 PM Eastern Time.** Applications that do not contain all required forms/documents as listed in this RFP may be determined ineligible for further consideration.

## PART 3

## TERMS AND CONDITIONS

### 1. STATE POLICIES

- A. **ETHICAL COMPLIANCE:** By submitting a proposal, the respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
- B. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
- C. **PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFP shall be paid by IHCD in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the successful respondent in writing unless a specific waiver has been obtained from the IHCD Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
- D. **CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCD. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCD agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
- E. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential”. Respondents should be aware that if a public records request is made under APRA, IHCD will make an independent determination of confidentiality, and may seek the opinion of the Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
- A. The RFP.
  - B. A list of all vendors who received the RFP.
  - C. The name and address of each respondent.
  - D. The amount of each offer.
  - E. A record showing the following:
    - a. The name of the successful respondent.
    - b. The dollar amount of the offer.
    - c. The basis on which the award was made.
  - F. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:

- a. trade secrets;
- b. manufacturing processes;
- c. financial information not otherwise publicly available; or
- d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFP itself to be made available for public inspection.

F. **TAXES, FEES AND PENALTIES:** By submitting a proposal respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCD A of any such actions.

G. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCD A will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCD A, should IHCD A select respondent. Further, IHCD A reserves the right to disqualify any respondent on the grounds of actual or apparent conflict of interest. The decision of the Compliance Attorney is final.

H. **APPEALS/PROTEST:** Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:

- a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
- b. Unfair competition or conflict of interest in the decision-making process;
- c. An illegal, unethical or improper act; or
- d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Officer, who shall issue a written decision on the matter. The Compliance Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCD A will be examined and acted upon by the Compliance Officer within thirty (30) days of its receipt.

## 2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following concepts reflected in the federal regulations listed below:

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.  
  
Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
6. Reporting. Respondent agrees to comply with any reporting obligations established by Treasury as related to this award. Respondent acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
  - a. Respondent shall maintain records and financial documents sufficient to support compliance with subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“Section 3201”) and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the “Guidance”).

- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Respondent in order to conduct audits or other investigations.
- c. Records shall be maintained by Respondent for a period of five (5) years after the period of performance.

8. Compliance with Applicable Law and Regulations.

- a. Respondent agrees to comply with the requirements of Section 3201 and the Guidance. Respondent also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Respondent shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
  - v. Respondent Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which

prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Respondent understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Conflict of Interest. Respondent understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Respondent and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Respondent] by the U.S. Department of the Treasury.”
12. Debts Owed the Federal Government.
  - a. Any funds paid to Respondent (1) in excess of the amount to which Respondent is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Respondent. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury’s Bureau of the Fiscal Service for debt collection services.
  - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
13. Disclaimer.
  - a. The United States expressly disclaims any and all responsibility or liability to Respondent or third persons for the actions of Respondent or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
  - b. The acceptance of this award by Respondent does not in any way constitute an agency relationship between the United States and Respondent.
14. Protections for Whistleblowers.
  - a. In accordance with 41 U.S.C. § 4712, Respondent may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority

relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Respondent, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Respondent shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Respondent should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company owned, rented or personally owned vehicles.
- 16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Respondent should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Respondent should establish workplace safety policies to decrease accidents caused by distracted drivers.

### **3. TERMS AND CONDITIONS**

This request is issued subject to the following terms and conditions:

- A. This RFP is a request for the submission of proposals but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCD A expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCD A reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFP, including but not limited to incomplete qualifications and/or qualifications or offering alternate or non-requested services.
- D. IHCD A reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCD A may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCD A unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.



- I. IHCD A reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCD A upon submission and will not be returned to the Respondent.
- K. IHCD A reserves the right to split the award between multiple applicants and make the award on a category-by-category basis and/or remove categories from the award.
- L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
- M. If the Respondent is selected pursuant to this RFP it will be required to enter into IHCD A's subrecipient agreement for the ERA2 program. Respondent acknowledges the acceptance of the subrecipient agreement and understands that the boilerplate is non-negotiable.

## PROPOSAL COVERSHEET

Name of Individual, Firm, or Business: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

Qualification Contact Person: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact E-mail Address: \_\_\_\_\_

Contract Signatory Authority Name: \_\_\_\_\_

Signatory Title: \_\_\_\_\_

Signature: \_\_\_\_\_

# INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

## CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I \_\_\_\_\_ am the \_\_\_\_\_ of the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the Indiana Housing and Community Development Authority on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Firm name: \_\_\_\_\_